

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE
WESTERN DIVISION
AT MEMPHIS**

Michael Gadison,

Plaintiff,

vs.

NO. 17-2526

The Guardian Life Insurance Company of America,

Defendant.

COMPLAINT

COMES NOW your Plaintiff, Michael Gadison by and through counsel, and sues the defendant, The Guardian Life Insurance Company of America, and for cause states and shows to this Honorable Court as follows:

1. The Plaintiff, Michael Gadison is a resident of Southaven, DeSoto County, Mississippi;
2. That at all times herein mentioned, The Guardian Life Insurance Company of America is a foreign corporation with a principal place of business in the State of Connecticut. The defendant's agent for service of process is the Tennessee Commission of Insurance;

3. This Court has jurisdiction pursuant to 28 U.S.C. §1332(a). There is diversity of citizenship between the parties and the amount in controversy exceeds \$100,000.00. Therefore, diversity exists in this cause of action;

4. This is a civil action to recover a long-term disability benefits and short-term disability benefits pursuant to Section 502 of the Employee Retirement Income Security Act of 1974 (herein ERISA);

5. The plaintiff by virtue of his employment with Shofner Acquisition Company located in the State of Tennessee was provided with a short-term disability insurance policy and a long-term disability insurance policy. The group number was 00481119 and the claim number was 68782;

6. On June 23, 2014, the Plaintiff submitted a claim for short-term disability benefits which were approved beginning September 21, 2014 but were terminated effective as of September 23, 2016;

7. The Plaintiff has been "**DISABLED**" an eligible for disability benefits due to the following medical problems: degenerative arthritis;

8. On September 23, 2016 the defendant terminated the long term disability benefits;

9. The Plaintiff timely filed an administrative appeal which was affirmed;

10. The Plaintiff appealed the affirmation of the denial;

11. On March 10, 2017 The Guardian Life Insurance Company of America affirmed the denial and stated in each denial that all administrative remedies have been exhausted and that there were no further appeals available from The Guardian Life Insurance Company of America;

12. The Plaintiff's condition renders him "**DISABLED**" as defined under "**DEFINITION OF DISABILITY**" under group policy which is the subject of this litigation;

13. The defendant has failed to pay benefits for said policy and plans with benefits accruing amounting to 50 percent of the Plaintiff's gross income for each month he is unable to engage in substantial gainful activity;

14. There will be additional benefits accruing after filing of this lawsuit as the Plaintiff remains disabled;

15. The defendant's denial of disability benefits is arbitrary and capricious as defined by the Sixth Circuit case law governing ERISA claims.

WHEREFORE, the Plaintiff prays for a judgment against the defendant for all approved benefits, for any months he is disabled under the policy, for pre-judgment and post-judgment interest, for future benefits, for attorney's fees, for discretionary costs and any other relief the Court deems just and proper under the circumstances.

Respectfully Submitted,

/s/ John E. Dunlap
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